

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE FOR DEVELOPMENT AND IMPLEMENTATION
OF THE DCAS ALTERNATE ASSESSMENT BASED ON ALTERNATE ACHIEVEMENT STANDARDS
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
RFP # DOE 2011-07**

I. Overview

The State of Delaware Department of Education, (DDOE) seeks proposals for the ongoing development and statewide implementation of the Delaware Comprehensive Assessment System's Alternate Assessment based on Alternate Achievement Standards (DCAS-Alt1) used to measure the academic achievement of students with the most significant cognitive disabilities. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <u>October 4, 2010</u>
Cut-off Date for Questions:	Date: <u>October 15, 2010</u>
Deadline for Receipt of Proposals	Date: <u>November 1, 2010</u>
Notification of Award	Date: <u>No later than December 15, 2010</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

Given that Delaware has implemented a new web-based State Assessment system (Delaware Comprehensive Assessment System – DCAS) during the 2010-11 school year, this RFP is being released to replace our current alternate assessment based on alternate achievement standards. The DCAS shows growth in student performance from the fall to the spring administration and demonstrates proficiency of the Delaware Content Standards during the Spring Administration (used for AYP purposes). The assessment created from this RFP is intended to be a part of, and integrated into, the State Assessment system.

The scope of work shall consist of the: development, administration, scoring, and reporting of the Delaware Comprehensive Assessment System's Alternate Assessment based on Alternate Achievement Standards (DCAS-Alt1), the State's alternate assessment in Reading/Language Arts, Mathematics, Science and Social Studies for students with the most significant cognitive disabilities. The Offeror (sometimes referred to herein as "Vendor" or "Contractor") shall provide DDOE with an alternate assessment based on alternate achievement standards that will meet the requirements of the Elementary and Secondary Education Act (ESEA). The three-year agreement shall provide for the ongoing development and statewide implementation of the DCAS-Alt1 in school years 2011-2012, 2012-2013, and 2013-2014, and with applicable field testing in spring and fall 2011.

While this RFP details the potential design of the assessment, DDOE is looking for innovative ways to assess the students who have the most significant cognitive disabilities. Test materials for the test administrator should be available in print form through a test booklet with a detailed script. Responses will be recorded through a web-based system. Recording of responses through the web-based system will either be in "real time" as the test is administered or after the fact by transferring answers recorded in the test booklet into the web-based system.

Any activities, staff time or products mentioned as part of this RFP (with the exception of DDOE staff time) will be at the expense of the Contractor. As part of negotiating the final contract with a vendor, deadlines will be determined for when these decisions will be made and what the process will be if mutual agreement is not reached.

Delaware Testing Schedule for DCAS-Alt1
Fall Administration

Grades Assessed	Content Assessed
Reading/Language Arts grades 3 – 10	Grade Bands 3-5, 6-8, 9-10
Math grades 3 – 10	Grade Bands 3-5, 6-8, 9-10

Spring Administration

Grades Assessed	Content Assessed
Reading/Language Arts grade 2	Grade Band K-2
Reading/Language Arts grades 3 – 10	Grade Bands 3-5, 6-8, 9-10
Math grades 3 – 10	Grade Bands 3-5, 6-8, 9-10
Science grades 5, 8 and 10	Grade Bands K-5, 6-8, 9-10
Social Studies grades 4, 7 and 10	Grade Bands K-4, 5-7, 8-10

1. Offeror must propose the operational administration of the DCAS-Alt1 for fall and spring of school years 2011-2012, 2012-2013, and 2013-2014 in the grades detailed above.
 - 1.1. The Contractor shall provide the following services and materials associated with the development of the DCAS-Alt1:
 - 1.1.1. The Contractor shall develop the operational DCAS-Alt1 based on performance items/tasks and that are based on the Alternate Achievement Standards linked with the Delaware Content Standards in each content area and grade/grade bands regarding categorical concurrence, range of knowledge, depth of knowledge, and balance of representation appropriate for the alternate assessment described in this RFP.
 - 1.1.2. The Contractor shall develop performance items/tasks which will test a discrete skill and/or embed multiple target skills within one task. These must meet recognized professional standards for validity and reliability of student academic achievement assessments. The items/tasks shall be presented to the DDOE for final validation, editing, and approval on an item-by-item basis prior to production of test materials. Any items/tasks that are rejected by the DDOE shall be replaced with items/tasks based on the Alternate Achievement Standards linked with Delaware Content Standards as approved by DDOE.
 - 1.1.3. Under the DDOE's direction, the Contractor shall prepare item specifications describing the characteristics of all DCAS-Alt1 items/tasks developed. The content and format of item specifications shall be determined between the DDOE and the Contractor and shall be documented in writing no later than 60 calendar days following the effective date of this Agreement. Through consultation with the Contractor, DDOE shall make the decision of the annual date of delivery of the DCAS-Alt1 item specifications.
 - 1.1.4. The Contractor shall develop a sufficient number of items/tasks to support different items/tasks being used during the fall and spring administration, and also the annual release of 25% of the operational items/tasks in all content areas and

grade bands of the DCAS-Alt1. Delaware educators shall develop an agreed upon portion of the items/tasks. Through consultation with the Contractor, DDOE shall make the decision of the annual date of delivery of release items/tasks.

- 1.1.5. The Contractor shall design and maintain a database containing the following information on all DCAS-Alt1 items/tasks; source of item (e.g. DDOE item bank, new development, other vendor), item ownership (e.g. Contractor, DDOE), permissioned item, content area, psychometric properties (e.g. point biserial correlation, reliability coefficient, DIF statistics), DDOE and review committee recommendations, item implementation status (e.g. active, released). Each year that this Agreement is in effect, the Contractor shall provide the DDOE an up-to-date copy of the spreadsheet by a date to be determined by the DDOE through consultation with the Contractor.
- 1.1.6. The Contractor shall conduct annual reviews of newly developed items/tasks using committees of Delaware teachers and DDOE assessment and content experts to evaluate newly developed items/tasks in each content area. The typical review shall include 4 to 6 participants per content area and grade band representing the school districts/charters, in addition to representatives from the DDOE. The Contractor shall conduct separate meetings for each of the following (1) construction quality, alignment with the Alternate Achievement Standards linking to Delaware Content Standards and grade bands; (2) bias; and (3) quality based on information about psychometric properties. Members of the committees shall be selected to represent the full diversity of gender, ethnicity, disability and cultural subgroups in Delaware. The Contractor shall manage all logistics for review meetings including planning, notification and recruitment, registration for the meeting, hotel accommodations, and processing orders for participant paid meals; administering per diem (hotel and mileage) for participants and all necessary DDOE staff based more than 50 miles from the meeting, providing a Delaware Standard Rate honorarium (presently \$180.09) to every district and school participant (during school breaks) or providing payment to the school to hire a substitute teacher (during school session); meeting rooms, equipment, and materials; produce and distribute continuing education certificates for all school and district participants. The location of the meeting in Delaware shall be determined by DDOE through consultation with the Contractor. The Contractor shall obtain the DDOE's approval of all agendas prior to conducting meetings. The Contractor shall revise or replace assessment items/tasks deemed unacceptable based on committee recommendations.
- 1.1.7. The Contractor shall be solely responsible for acquiring permission to use non-fiction and literature reading passages in assessment items/tasks, including location of authors and publishers, acquisition of written permission to reprint passages, and payment of royalties, if copyrighted passages are used in the DCAS-Alt1. The Contractor shall be solely responsible for the cost of acquiring permission to use any adaptive communication systems (e.g., picture symbols, objects) to display questions in alternate formats.

- 1.1.8. Performance items/tasks shall be accessible for students functioning at various levels of cognitive complexity. The Contractor shall develop items/tasks using simplified language and alternate means of representation of questions to minimize language barriers to the assessment. Any teacher “scripts” will use the same criteria to minimize language barriers. The Contractor shall implement the principles of universal design in DCAS-Alt1 task and item development.
- 1.1.9. The Contractor shall work with DOE to develop appropriate accommodations for the DCAS-Alt1 that are valid and reliable for the purposes of the assessment.
- 1.1.10. The Contractor shall develop a Style Guide that shall delineate word usage (including alternate means of representation), syntax, punctuation, format, and related conventions to be consistently used in task and item development, test results reporting, administration manuals, and professional development materials for the DCAS-Alt1 Project. The DDOE and Contractor shall collaborate on the development of the Style Guide. The DDOE shall annually review, edit, and approve the Style Guide by a date determined between the DDOE through consultation with the Contractor.
- 1.1.11. The Contractor shall prepare test specifications (Test Blueprint) describing the composition of the DCAS-Alt1 in each grade span and content area. The Blueprint shall define the percentage of total DCAS-Alt1 points by content area and grade band that shall be dedicated to each Content Standard and grade band. The content and format of test specifications shall be determined between the DDOE and the Contractor and shall be documented in writing no later than 90 calendar days following the effective date of the contract to be entered into by the successful Vendor and DDOE. The DDOE shall review and approve the Test Blueprints prior to release. Through consultation with the Contractor, DDOE shall make the decision of the annual date of delivery of the DCAS-Alt1 Test Blueprint.
- 1.1.12. The Contractor shall develop an assessment that is able to show growth in student performance from the Fall to the Spring administration and demonstrate proficiency of Alternate Achievement Standards during the Spring administration (used for AYP purposes).
- 1.1.13. The Contractor shall provide materials for the DDOE’s review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
- 1.1.14. The Contractor will develop a schedule for field testing the Reading/Language Arts and Math versions of the DCAS-Alt1 in Spring 2011 and Science and Social Studies in Fall 2011. The Contractor shall obtain DDOE’s approval of the schedule prior to implementing the field test.
- 1.1.15. The Contractor will participate with members of the current Delaware Technical Advisory Committee (TAC). In addition to the members of the current TAC, additional members may be added with specific expertise in the area of this assessment system. The Contractor will be responsible for the costs of all meetings, stipends for members, and travel arrangements that are specific to this

assessment. The DDOE shall review, edit and approve all materials which the TAC will use.

- 1.2. The Contractor shall provide the following services and materials associated with the Implementation of the DCAS-Alt1:
 - 1.2.1. The Contractor shall produce all physical and printed manipulatives needed for test administration (e.g., manuals, test (performance task) booklets and recording forms). The DDOE shall review, edit, and approve all materials and web-based systems prior to final production.
 - 1.2.2. The performance tasks shall differ for the fall and spring administration; however, the performance tasks shall assess the same standards and target skill on each administration.
 - 1.2.3. The Contractor shall produce materials for approximately 1,100 Delaware students and their teachers for the fall administration of the DCAS-Alt1. A test administrator's kit shall be provided for every teacher that will administer the DCAS-Alt1 to students in the same grade band. The Contractor shall produce and deliver to the school districts and charter schools the quantity of test materials ordered plus an agreed to overage for each grade band.
 - 1.2.4. Test materials shall be produced separately for each of the grade bands in Language Arts, Mathematics, Science, and Social Studies. The student test booklets shall contain tasks arranged in order of difficulty. One manipulative kit for each appropriate grade band shall be provided to each teacher who administers the DCAS-Alt1. The DDOE shall review, edit, and approve all materials included as part of these kits. Each Test Administrator shall receive a kit for the appropriate grade bands within their classroom.
 - 1.2.5. The Contractor shall establish procedures to ensure the timely delivery of test materials. All test materials ordered by the school districts and charter schools, shall be delivered error free (i.e. no production errors and accurate and complete fulfillment of order) no later than 14 calendar days prior to the beginning of the test administration window. Failure to meet that standard in production and delivery of all assessment materials to any school district and charter school shall result in a penalty of \$2,500 per day for the first five days, and increasing to \$5,000 per day thereafter (including weekends) until the correct order is received.
 - 1.2.6. The DCAS-Alt1 shall be administered statewide for approximately five weeks in the fall, beginning in September for Reading/Language Arts and Mathematics. The DCAS-Alt1 shall be administered statewide for approximately six weeks in the spring, beginning in April for Reading/Language Arts, Mathematics, Science and Social Studies. The start and end dates of the fall and spring administration periods shall be determined each year by the DDOE through consultation with the Contractor.
 - 1.2.7. The Contractor shall produce DCAS-Alt1 Answer Documents that are available electronically and in hard copy when deemed appropriate.
 - 1.2.8. The Contractor shall implement a process for collecting student enrollment data containing information on student demographics and program membership from

the DDOE. The DDOE shall provide the student enrollment data file to the Contractor 21 calendar days prior to the opening of the test administration window.

- 1.2.9. The Contractor shall produce a District Test Coordinator's Manual describing all necessary procedures for the valid administration of the DCAS-Alt1. The Contractor shall revise the District Test Coordinator's Manual annually to incorporate changes in procedures and assessment content, or to incorporate improvements recommended by the DDOE, school districts and charter schools. The DDOE shall review, edit, and approve the District Test Coordinator's Manual prior to production. The Contractor shall produce and distribute one hard copy of the District Test Coordinator's Manual to each school district, charter school, and the DDOE. The Contractor shall post a copy of the District Test Coordinator's Manual in PDF format on their website. The Contractor shall provide one copy of the District Test Coordinator's Manual to each participant at District Test Coordinator's Training Meetings.
- 1.2.10. The Contractor shall produce a Directions for Administration Manual in English, with directions for administration in English (and Spanish, when deemed necessary), describing all necessary procedures for the valid administration of the DCAS-Alt1 at each grade level. The Contractor shall revise the Directions for Administration Manual annually to incorporate changes in procedures and assessment content, or to incorporate improvements recommended by the DDOE, school districts, and charter schools. The DDOE shall review, edit, and approve the Directions for Administration Manual prior to programming production. The Contractor shall deliver the Directions for Administration Manual with testing kits (as deemed appropriate) to each district school and charter school no later than 35 calendar days prior to the opening of the test administration window. The Contractor shall post a copy of the Directions for Administration Manual in PDF format on their website for authorized access by trained test administrators. The Contractor shall provide one copy of a representative grade level of the Directions for Administration Manual to each participant at DCAS-Alt1 Training Meetings.
- 1.2.11. The Contractor shall make available to school districts and charter schools, an automated web-based system for ordering DCAS-Alt1 test materials. The ordering system shall enable school districts/charters and schools to submit student enrollment information, including adding, updating, and deleting student information; and updating district/charter and school shipping information. Users shall be able to order individual materials such as Test Administrator's Manuals, District Test Coordinator's Manuals, test booklets, story books, printed manipulatives, physical manipulatives, test administrator score forms, optional scoring worksheets, as well as complete kits during the additional order window.
- 1.2.12. The Contractor shall make available to school districts and charter schools a helpdesk which shall provide an immediate email response to every request for assistance. Additionally, technical support must be available to all test administrators throughout the school year. Technical support related to administration must be available during the testing windows.

- 1.2.13. The Contractor shall establish procedures to ensure the timely delivery and return delivery of test materials. The Contractor's distribution and collection procedures shall include tracking of unreturned test materials and delayed return receipt of test materials at the Contractor's test processing site. The Contractor shall report to the DDOE the status of return deliveries (through on-line or paper responses) once per week for each administration and then daily during the last week of the materials receiving window. The Contractor shall contact school districts/charters and schools to facilitate the return of 100% of the test materials at the Contractor's test processing site by the end of the materials receiving window.
 - 1.2.14. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
 - 1.2.15. During administration of the performance tasks, teachers will record data for each task/item. Data will be recorded on scales provided by the assessment vendor which will be reviewed, edited and approved by DDOE. Teachers will have the option to enter data online in real-time or to record for later online entry. The online system must have the capability for data to be saved and for the teacher to return at a later time if the need arises.
2. Offeror must propose scoring procedures of the DCAS-Alt1 for fall and spring of school years 2011-2012, 2012-2013, and 2013-2014 in the grades detailed above.
 - 2.1. The Contractor shall provide the following services and materials associated with the scoring of the DCAS-Alt1:
 - 2.1.1. The Contractor shall create a system of scoring that will be web-based that will either be in "real time" as the test is administered or after the fact by transferring the answers recorded in the test booklet into the web-based system.
 - 2.1.2. The Contractor shall retain scoreable DCAS-Alt1 test materials for a period of one year from the last day of the test administration from which they were collected, and retain non-scoreable DCAS-Alt1 test materials for a period of six months from the last day of the Test Administration from which they were collected.
 - 2.1.3. Through Standards Setting, the Contractor shall establish cut scores for the DCAS-Alt1 in Reading/Language Arts, Mathematics, Science, and Social Studies which shall reflect a single set of three cut scores delineating four levels of performance (Well Below Standard, Below Standard, Meets Standard, and Advanced).
 - 2.1.4. The Contractor shall implement procedures and conduct a standard setting meeting to evaluate the consistency of cut scores in each content area and grade band between the DCAS-Alt1 developed and implemented under this Scope of Work and the DCAS.
 - 2.1.5. The Contractor shall conduct the standard setting method that is consistent with those appropriate for an alternate assessment. The Contractor shall manage all

logistics for meetings including planning, notification and recruitment, registration for the meeting, hotel accommodations, and processing orders for participant paid meals; administering per diem (hotel and mileage) for participants and all necessary DDOE staff based more than 50 miles from the meeting, providing a current state rate (presently \$180.09) honorarium to every district and school participant (during school breaks) or providing payment to the school to hire a substitute teacher (during school session); meeting rooms, equipment, and materials; produce and distribute continuing education certificates for all school and district participants. The location of the meeting in Delaware shall be determined by DDOE through consultation with the Contractor. The Contractor shall obtain the DDOE's approval of all agendas prior to conducting the meeting. The Contractor shall implement adjustment procedures, if necessary, with the participation of the DDOE. The Secretary of Education shall review, edit, and approve cut scores prior to implementation.

- 2.1.6. The Contractor shall implement procedures to ensure consistency of the scoring process from year to year that are consistent and appropriate for an alternate assessment. The Contractor shall implement such procedures as item calibration, retention of a set of common items/tasks from year to year, and methods for monitoring and adjusting scale drift.
- 2.1.7. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
- 2.1.8. Once all data are entered by the test administrator, a preliminary score will be available online; however, this score may be adjusted if needed be after verification of the data's accuracy and validity. The Contractor shall submit as part of their proposal a procedure for the verification of data supplied by the Test Administrators. For example, verification can be handled through video clips of the administration submitted by the teacher or by observation by a second trained test administrator.
- 2.1.9. The test vendor will provide to DDOE detailed data/assessment responses of individual students in order for an appeals procedure to be created.

3. Offeror must propose the reporting procedures of the DCAS-Alt1 for fall and spring of school years 2011-2012, 2012-2013, and 2013-2014 in the grades detailed above.

3.1. The Contractor shall provide the following services and materials associated with reporting results of the operational DCAS-Alt1:

- 3.1.1. The Contractor shall report DCAS-Alt1 results through a web-based system that has student level results available to district schools and charter schools. The data will be maintained in a longitudinal data warehouse in order for schools to view a student's progress over time.
- 3.1.2. The Contractor shall provide to DDOE a DCAS-Alt1 Student Roster Report that shall include information such as proficiency range, student scale score, and

performance level achieved in each content area tested. The format and content of the DCAS-Alt1 Student Roster Report shall be determined through consultation between the DDOE and the Contractor. The Contractor shall deliver the scores for the spring administration of the DCAS-Alt1 no later than 15 calendar days following the close of the test administration window and no later than 30 calendar days following the close of the test administration window for the fall administration of the DCAS-Alt1.

- 3.1.3. The DCAS-Alt1 score results shall include information such as proficiency range, student scale score, performance level achieved in each content area tested. The format and content of the DCAS-Alt1 District Roster Report shall be determined by DDOE through consultations with the Contractor.
- 3.1.4. The Contractor shall report individual student DCAS-Alt1 results by content area. The DCAS-Alt1 Student Report to Parents shall include information at the content area level such as scale score and scale score range based on standard error of measurement in bar chart format, scale score range for each performance level, and test completion code and test attemptedness; separately for each content area, content area specific descriptor of performance level, number of raw score points possible, and number of raw score points earned for each content standard; interpretive information regarding the purpose of the DCAS-Alt1, how information can be used to improve the student's performance, and information about released DCAS-Alt1 items/tasks. The format and content of the DCAS-Alt1 Student Report to Parents shall be documented in writing no later than 120 days following the effective date of this Agreement. The DDOE shall annually review, edit, and approve the DCAS-Alt1 Student Report to Parents prior to programming production. The Contractor shall provide the report in hardcopy format in Spanish as necessary. This information will also be available to parents through a web-based system.
- 3.1.5. The Contractor shall produce an Interpretive Guide to DCAS-Alt1 Reports that explains the organization of parent, school, and district reports of the operational DCAS-Alt1, and defines essential concepts in the assessment of student achievement and interpretation of scores, describes the content of each parent, school, and district report. The Interpretive Guide to DCAS-Alt1 Reports shall include information such as description of report layouts, description of content and level of analysis, description of statistics; definitions of terms such as performance levels, scale scores, raw scores, and measurement error; interpretational cautions regarding measurement error, group and item level comparisons based on small numbers of students and items/tasks, and raw score comparisons. The format and content of the Interpretive Guide to DCAS-Alt1 Reports shall be documented in writing no later than 120 days following the effective date of this Agreement. The DDOE shall annually review, edit, and approve the Interpretive Guide to DCAS-Alt1 Reports prior to programming production. Other details about delivery of these Guides will be determined between DDOE and the Contractor.

- 3.1.6. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
- 3.2. The Contractor shall provide the following services and materials associated with the production and distribution of data files for DCAS-Alt1:
- 3.2.1. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
- 3.2.2. DCAS-Alt1 Student Test Data. The Contractor shall produce a data file containing individual student DCAS-Alt1 scores by content area, incorporating program membership and demographic information obtained from the DDOE's data system. The data file provided to the DDOE shall include individual student responses to individual DCAS-Alt1 items/tasks. The format and content of the DCAS-Alt1 Student Test Data File shall be determined in consultation between the DDOE and the Contractor. The format and content of the DCAS-Alt1 Student Test Data File shall be documented in writing no later than 120 days following the effective date of this Agreement. The DDOE shall annually review, edit, and approve the layout for the DCAS-Alt1 Student Test Data File prior to the opening of the test ordering window. The Contractor shall implement comprehensive quality assurance procedures to ensure a high level of accuracy and reliability in scanning and entering scores into the student test data file. Each year, the Contractor shall produce and distribute the DCAS-Alt1 Student Test Data File containing records of all students administered the state operational administrations in spring and fall. The Contractor shall deliver the DCAS-Alt1 Student Test Data to the DDOE using a secure digital information transfer protocol no later than 40 calendar days after the close of the test administration window. The Contractor shall deliver a student test data file with no Contractor production errors to the school districts, charter schools, and the DDOE within 40 days of the end of the test materials return window.
- 3.2.3. The Contractor shall also maintain a longitudinal database of each student's score accessible to DDOE, districts/charters, schools and parents.
4. Offeror must propose the professional development events for teachers associated with the DCAS-Alt1 for fall and spring of school years 2011-2012, 2012-2013, and 2013-2014 in the grades detailed above.
- 4.1. The Contractor shall provide the following services and materials associated with the professional development prior to assessment implementation. The times will be negotiated between DDOE and the Contractor.

- 4.1.1. The Contractor shall provide professional development training prior to the fall administration of the DCAS-Alt1 to approximately 500 teachers and other educators who either are administering the DCAS-ALT1 or are supporting the administration of the DCAS-Alt1. The Contractor shall provide professional development training prior to the Spring administration (as well as on-going through subsequent years) to approximately 100 teachers and other educators (who either are administering the DCAS-ALT1 for the first time, or need additional training) and to those who support the administration of the DCAS-ALT1. The training shall focus primarily upon the item/task administration process and completing the web-based scoring system. Training shall be delivered in a minimum of three locations throughout Delaware. Multiple training sessions shall be provided as necessary to accommodate the number of registrants in each location in the fall and spring. Training materials shall include an error free demonstration of the administration and response recording, a PowerPoint presentation and handouts, sample documents, and sample score reports for the DCAS-Alt1.
 - 4.1.2. The Contractor shall provide to the DDOE one copy of the released DCAS-Alt1 items/tasks in PDF format on CD. The Contractor shall deliver released items/tasks to the DDOE no later than July 15 of each year that this Agreement is in effect.
 - 4.1.3. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE
5. The Contractor shall produce an annual technical report that, at a minimum, fulfills the requirements listed in Section 4 of the US Education Department Peer Review Guidance (USED, January 2009) on Technical Quality of Assessments.
 - 5.1. These requirements include a summary of the design of the assessment, procedures and evidence of validity, consistency between structure of assessment and academic content standards, statistical relationships between test scores and student characteristics, documentation of standard setting process; procedures and evidence of reliability, including analysis at the subgroup level, consistency of student classification at the cut points, evidence of generalizability for all relevant sources, such as group variability (i.e. standard error of measurement and conditional standard error of measurement), internal consistency, and inter-rater consistency; DIF analysis and bias review; tables of total points and total items/tasks by grade and content area at the standard, benchmark, and grade level expectation levels; procedures for improving test quality, including refreshment of items/tasks; an test blueprint (specifications to be provided by the DDOE), and scoring and scaling procedures; the Standard Setting process. The content and format of the DCAS-Alt1 Technical Report shall be reviewed, edited and approved by the DDOE in writing no later than 90 days following the effective date of this agreement. The technical report shall be delivered to the DDOE no later than September 1 of each year that this Agreement is in effect.

- 5.2. The Contractor shall provide materials for the DDOE's review using a secure data transfer protocol. If hardcopy materials must be reviewed by the DDOE, the Contractor shall be solely responsible for the cost of shipping, if any, to and from the DDOE.
6. The Contractor shall provide an annual management plan to the DDOE, specifying the business processes for the development, implementation, and termination of the DCAS-Alt1 Project under the terms of this Agreement.
- 6.1. The management plan shall include, but not be limited to, such information as the Contractor staffing plan, updated resumes of Contractor staff assigned to the DCAS-Alt1 Project, Contractor organizational chart, timeline and activities to be completed by the Contractor and the DDOE, specifications of all deliverables, delineation of deliverable review processes, including DDOE and Contractor review activities and timelines; delineation of processes for development and production of assessment performance items/tasks, test materials ordering, test materials manufacture, test materials distribution and collection; business rules for scanning, scoring, and reporting, data coding; description of quality assurance procedures for all deliverables; project milestones, process improvement strategies and action plans by deliverable; test blueprints for each content area by grade; style guides for English assessments; mock up of test booklet covers, data file layouts, and DCAS-Alt1 score reports. The DDOE shall review and approve the management plan prior to implementation.
- 6.2. The Contractor's key staff shall conduct meetings with the DDOE by telephone or in person at least once every two weeks, depending on project requirements, an initiation meeting, and an annual meeting to plan the development and implementation of the DCAS-Alt1. The frequency and location of meetings, and agendas shall be determined by DDOE through consultation with the Contractor. The Contractor shall provide a summary of meeting proceedings, including action steps, assignments, and Contractor and DDOE due dates following each meeting.
- 6.3. The Contractor shall notify the DDOE of any addition, loss, or removal of key staff assigned to the DCAS-Alt1 Project. The Contractor shall provide the resume of any person selected for permanent assignment to the DCAS-Alt1 Project to the DDOE at least 30 calendar days prior to the final selection date. The DDOE shall review and approve the selection of key staff prior to permanent assignment to the DCAS-Alt1s Project.
- 6.4. Prior to the expiration of this Agreement on the date specified herein, the Contractor shall transfer ownership of DCAS-Alt1 deliverables to the DDOE. Subject to DDOE approval, the Contractor shall provide a management plan to the DDOE, specifying a timeline, activities, and deliverables to be completed by the Contractor to transfer possession to the DDOE or a new contractor the following DCAS-Alt1 deliverables prior to the expiration of this agreement, as well as any development, psychometric, and operations deliverables associated with the DCAS-Alt1 but not enumerated here: all custom developed performance tasks, items, manipulatives, banked performance items/tasks, test administration history, all scoring protocols, psychometric scales, psychometric data and statistics from all test administrations, item quality data,

operations information such as printing, packing, shipping and receiving histories, technical reports, administration manuals, score report templates, and graphics, training materials, videos, and PED owned fonts. The management plan shall outline the major milestones and timeline associated with this Transition. The Contractor shall provide the proposed Transition Specification and management plan to the DDOE by October 1, 2014. An initial Transition meeting to review and finalize the Transition activities, deliverables, timeline, and milestones between the DDOE and the Contractor shall take place no later than October 11, 2014; all custom-developed items/tasks, banked items/tasks, items/tasks purchased from other providers and selected for use in the DCAS-Alt1, all items/tasks in both operational versions of the DCAS-Alt1; all scoring rubrics, scoring guides, training sets; psychometric deliverables; and all reports, District Test Coordinator Manuals, Directions for Administration Manuals, formats and templates. The Contractor shall begin coordinating the transfer of ownership of DCAS-Alt1 deliverables six months prior to the expiration date of this Agreement.

7. Early Termination of DCAS-Alt1 Agreement.

- 7.1. In the event that this Agreement is terminated prior to the expiration date specified herein, the Contractor shall provide to the DDOE and the Succeeding Contractor the following DCAS-Alt1 all custom-developed items/tasks, banked items/tasks, items purchased from other providers and selected for use in the DCAS-Alt1; all scoring rubrics, scoring guides, and training sets; and psychometric deliverables, test blueprints, and tables of total points and total items/tasks by content area and grade level, as applicable on the date of termination.
- 7.2. The said deliverables in section 1(a) of this Scope of Work shall be provided to the DDOE and the Succeeding Contractor within two weeks of the termination of this Agreement in formats specified by the DDOE and the Succeeding Contractor. The licensed test deliverables shall only be implemented by the DDOE and the Succeeding Contractor in the continuing DCAS-Alt1.
- 7.3. The license shall continue for a period of two years or through the termination date specified herein, whichever comes first. Neither the Succeeding Contractor nor the DDOE shall incur any costs from the Contractor for said license or transfer of DCAS-Alt1 deliverables.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:

Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

2. Professional liability insurance:

Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

B. General Evaluation Requirements

1. Project Plan Preparation
2. Methodology
3. Experience with Similar Projects
4. Technical Quality (including capacity to meet requirements)
5. Demonstration
6. Cost (see cost proposal submission sheets)

IV. Professional Services RFP Administrative Information

A. RFP ISSUANCE

1. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at <http://www.doe.k12.de.us/rfp/submitting/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> http://bids.delaware.gov Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to DDOE. Address all communications to the person listed below; communications made to other DDOE personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Linda Rogers, Associate Secretary, Teaching and Learning
Department of Education
401 Federal Street, Suite #2
Dover, DE 19001
lrogers@doe.k12.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

DDOE may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than DDOE Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting DDOE employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP SUBMISSIONS

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 7 paper copies and 7 electronic copies on CD.

Proposals submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines.

- Narrative limited to 60 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Calibri, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM EST on November 1, 2010**. The outside of the proposal package must be clearly labeled "**RFP # DOE 2011-07: Development and Implementation of the DCAS-Alt1.**" The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Emily Falcon, Director
Financial Reform Resources
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM EST on November 1, 2010**. Any proposal received after this date shall not be considered and shall be returned

unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The DDOE will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **May 15, 2011**. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

DDOE will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of DDOE personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within DDOE.

9. Concise Proposals

DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. DDOE's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of DDOE that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

A suggested format for an Operational Schedule is included in Appendix B.

DDOE shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than DDOE/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all DDOE's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by DDOE and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the

documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, DDOE will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for DDOE and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor’s systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by DDOE, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

DDOE expects to negotiate and contract with only one “prime vendor”. DDOE will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit DDOE from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOE.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by DDOE.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify DDOE's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

DDOE will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's website at <http://www.doe.k12.de.us/rfplisting/> by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

Questions must be filed no later than midnight on **October 15, 2010**. Questions received after that time will not be considered.

15. State's Right to Reject Proposals

DDOE reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in DDOE's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as DDOE may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DDOE makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by DDOE. Vendor's participation in this process may result in DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DDOE to execute a contract nor to continue negotiations. DDOE may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, DDOE may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of DDOE.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by DDOE prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of DDOE at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at <http://www.doe.k12.de.us/rfplisting/>. DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or DDOE's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by DDOE. DDOE has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by DDOE and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, DDOE will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that DDOE is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to DDOE. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DDOE; remaining vendors will be notified in writing of their selection status.

C. RFP EVALUATION PROCESS

An evaluation team composed of representatives of DDOE will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

DDOE reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in timely manner any and all information that DDOE may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the

RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each evaluation item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DDOE to be essential for use by the Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award.

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986.

a. Criteria Weight

Proposals will be evaluated using the following criteria (the DDOE will develop a scoring process which shall be used by the Evaluation Team to evaluate proposals):

Criteria	Weight
Project Plan Preparation	20%
Methodology	30%

Criteria	Weight
Experience with Similar Projects	10%
Technical Quality (including capacity to meet requirements)	15%
Demonstration	10%
Cost	15%
Total	100%

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, DDOE may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, DDOE will pay travel costs only for State of Delaware personnel for these visits.

5. Demonstrations

Selected vendors will be invited for a demonstration. The demonstration by the Offeror will be evaluated by the Review Committee with input from their advisory groups and/or teacher groups. At a minimum, demonstrations should include presentation of items/tasks across content and grade-bands, samples of Test Administrators scripts, demonstration of the scoring system (including logon by Test Administrators), and production of student results/reporting. Consideration will also be given for such attributes as ease of use and appeal of graphics and design.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for DDOE are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for three years with three possible extensions for a period of one year for each extension.
- b. The selected vendor will be required to enter into a written agreement with DDOE. DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any

proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

- c. The selected vendor or vendors will be expected to enter negotiations with DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. DDOE's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any

compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at DDOE's discretion as to the location of work for the contractual support personnel during the project period. DDOE shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful vendor shall either furnish DDOE with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to DDOE required under the contract shall be sent by registered mail to:

**Linda Rogers, Associate Secretary, Teaching and Learning
Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639**

e. Indemnification

1) General Indemnification.

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

2) Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DDOE, the State of Delaware or DDOE shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware or DDOE against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a)** Procure the right for DDOE to continue using the Product(s);
- (b)** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c)** Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DDOE agrees to and accepts in writing.

f. Insurance

- 1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- 3) During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to other	\$ 25,000

- 4) The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of DDOE. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. DDOE may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

A standardized format for this is available in Appendix A and should be used as part of the submission. Vendors may create subsections under each heading as they feel appropriate.

j. Penalties

DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, DDOE shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE.

l. Termination for Convenience

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the

Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between DDOE and the successful vendor shall constitute the contract between DDOE and the vendor. In the event there is any discrepancy between any of these contract

documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between DDOE and the vendor.

r. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) the laws of the State of Delaware;
- 2) the applicable portion of the Federal Civil Rights Act of 1964;
- 3) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, DDOE reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

t. Other General Conditions

- 1) **Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

- 2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- 3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** – DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.
- 5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.
- 8) **Additional Terms and Conditions** – DDOE reserves the right to add terms and conditions during the contract negotiations.

E. RFP MISCELLANEOUS INFORMATION

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DDOE.

2. RFP Reference Library

DDOE has made every attempt to provide the necessary information within this RFP. DDOE will make the reference library available only to the winning bidder.

3. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of the vendor's proposal.

4. Production Environment Requirements

DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

Appendix A: Required Cost and Payment Schedules Format

CONTRACT YEAR (School year)		2010- 2011	2011-2012	2012-2013	2013-2014	TOTAL -- ALL YEARS
1	DCAS-Alt1 Development and Implementation					
	subsection					
	subsection					
	SUBTOTAL					
2	DCAS-Alt1 Scoring					
	subsection					
	subsection					
	SUBTOTAL					
3	DCAS-Alt1 Reporting					
	subsection					
	subsection					
	SUBTOTAL					
4	DCAS-Alt1 Professional Development					
	subsection					
	subsection					
	SUBTOTAL					
5	DCAS-Alt1 Technical Report					
	subsection					
	subsection					
	SUBTOTAL					
6	DCAS-Alt1 Annual Management Plan					
	subsection					
	subsection					
	SUBTOTAL					
	GRAND TOTAL					

Appendix B: Suggested Operational Schedule Format

		2010-2011		2011-2012				2012-2013				2013-2014			
MILESTONES		QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4
1	Kickoff -- Requirements Gathering														
2	Item Development														
3	Field Testing														
4															
5															
6															
7															
8															
9															
10	Operational Testing Reading/ Math														
11	Operational Scoring and Reporting														
12	Training														